

**SUPPLY, INSTALLATION, DEMONSTRATION AND DELIVERY OF
COMPUTED TOMOGRAPHY SCANNER AND COMPUTED
TOMOGRAPHY PROCESSING WORK STATION FOR 2 MILITARY
HOSPITAL RADIOLOGY SECTION**

SPSC-B-029-2023

FOR THE

DEPARTMENT OF DEFENCE

SIMON'STOWN PROCUREMENT SERVICE CENTRE

FOR THE

DEPARTMENT OF DEFENCE

SIMON'STOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE: 08 DECEMBER 2023

TIME: 11H00

VALIDITY: 120 DAYS

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CONTACT INFORMATION

Technical Information:

Contact: Warrant Officer Class One T.S. Tsogang
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5207

Administrative Information:

Contact: Petty Officer M. Claassen
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5207

Address for depositing of bid documents

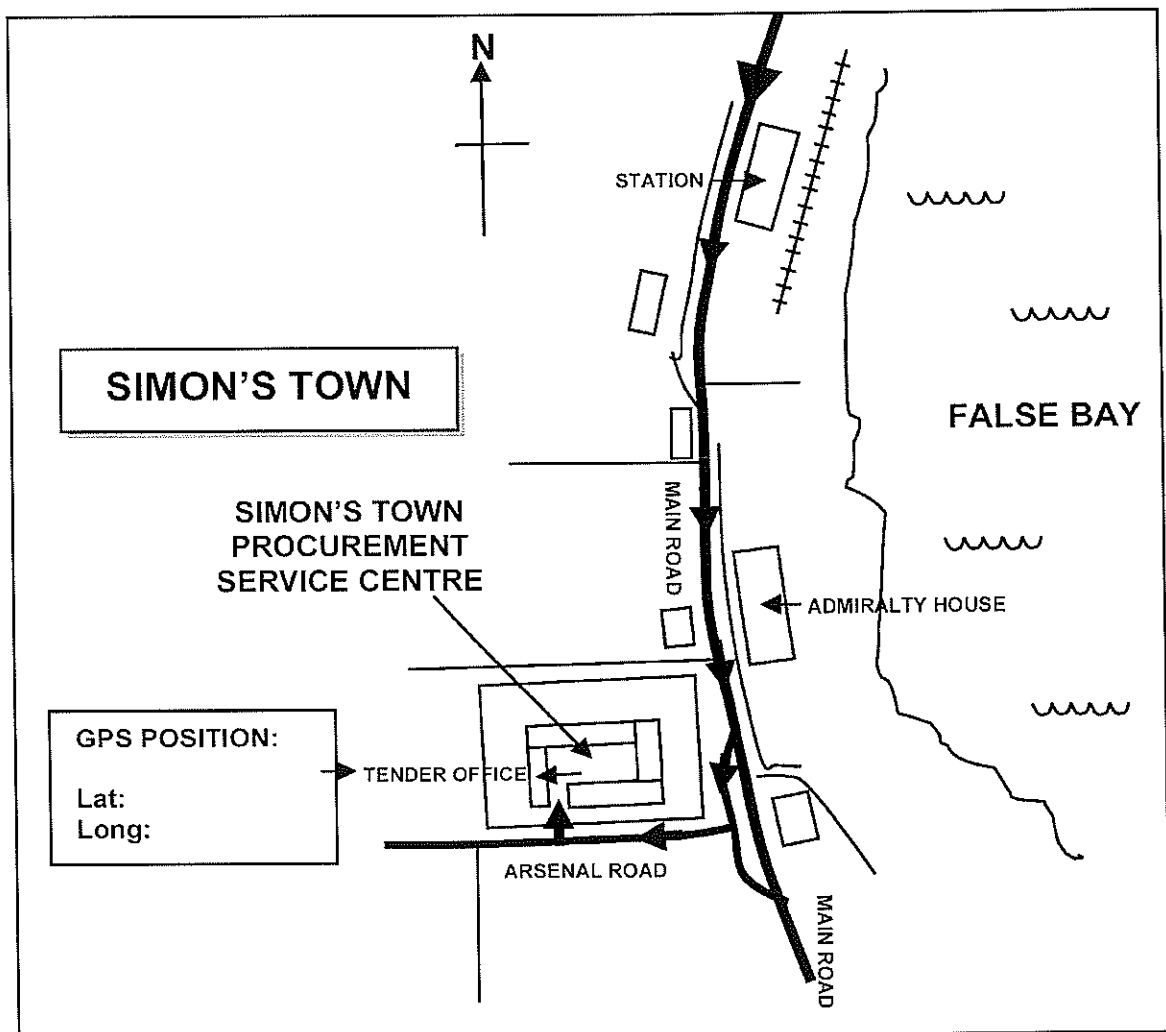
Street: Simon's Town Procurement Service Centre
No. 2 Arsenal Road
Simon's Town
7995

BID SUBMISSIONS

Closing period of bid: Minimum 21 days
Validity of Bid: 120 days

S 34° 11. 530'
E 18° 25. 591'

S 34° 11. 530'
E 18° 25. 591'



Section A:

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will Invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
4. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document
5. All information regarding the evaluation process must be treated as confidential.
6. The **2 ENVELOPE** system will be utilized. Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and closing Date.
 - a. Envelope 1: Pricing Schedule (it should contain Pricing Schedule **only**)
 - b. Envelope 2: SBD documents, Scope of Work and all other required documents.

NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID.

7. The bids will be evaluated according to the following criteria:
 - a. Mandatory and Administration Evaluation Criteria (Phase 1, Stage 1)
 - b. Mandatory Technical Evaluation (Phase 1, Stage 2)
 - c. Price (Phase 2) and Specific Goals Points (Phase 3)
8. Suppliers must be registered for the commodity/service required in this bid.
9. This requirement will be evaluated using the 80/20 principle
10. No late bids will be accepted after the closing date and time.
11. Bidders should confirm via email they will be attending the briefing session (spscbidinvitation@gmail.com)

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

Phase 1: Bidders will be evaluated as follows:

Phase 1 Stage 1: Compliance to Mandatory and Administration Evaluation Criteria, bidders that do not fully comply with the evaluation criteria will be eliminated/ excluded and **will not proceed to Phase 1 Stage 2.**

S/No	Criteria
	A
Phase 1, Stage 1	
Phase 1, Stage 1, Mandatory Criteria	
1.	<p><u>Pricing Schedule:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Lead time, Quantity Available, Total Unit Cost, Total Cost and Specific Goals Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows:</p> <p>c. <u>Envelope 1: SBD3 / Pricing Schedule</u> (it should contain SBD3/Pricing Schedule only)</p> <p>d. <u>Envelope 2: SBD documents</u>, Specification/ scope of work and all other required documents only.</p> <p>NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID.</p> <p>Failure to submit these documents as indicated above by the closing date and time will invalidate this offer. Appendix A</p>
2.	<p><u>SBD 4 Bidders Disclosure:</u> This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will invalidate the bid. Appendix B</p>
3.	<p><u>SBD 6.1 Preference Points Claim Form:</u> This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C</p>
4.	<p><u>Compulsory Briefing Session Certificate:</u> Failure to attend the compulsory briefing session and submit the completed and signed Briefing Session Certificate by the closing date and time will invalidate the bid. Appendix D</p>
Phase 1, Stage 1, Administration Criteria	
5.	<p><u>SBD 1 / Invitation to Bid:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix E</p>
6.	<p><u>Full Central Suppliers Database (CSD) Registration/ Summary Report:</u> The CSD Registration/Summary Report must be submitted. The supplier must be: Tax compliant on the day of award if not compliant a grace period of 7days to update will be given.</p> <p>i. Tax Compliant</p>

S/No	Criteria
	A
	<p>ii. Successfully verified bank details</p> <p>iii. Physical Address type.</p> <p>Failure to submit a CSD Registration/Summary Report as indicated above by closing date and time may invalidate your offer. Appendix F</p>
7.	<p><u>SPSC Indemnity Agreement Form:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G</p>
8.	<p><u>Certificate of Compliance by Sub-Contractor:</u> This document must be fully completed, the certificate of compliance to be signed by the bidder and all sub - contractor/s in the event of sub-contracting. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H</p>
9.	<p><u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u> This document must be fully completed, the signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting). Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix I</p>
10.	<p><u>SPSC Group Questionnaire:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix J</p>
11.	<p><u>Defence Intelligence Questionnaire (D.I.)</u> This document must be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this bid.</p> <p>N.B. The short listed companies will be requested to submit thumb prints. Appendix K</p>

MANDATORY TECHNICAL EVALUATION

Phase 1 Stage 2: Bidders must comply to scope of work. Bidders who do not will be invalidated/excluded and will not proceed to Phase 2.

S/No	Criteria
	Stage 2
1.	<p>STATEMENT OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the specification/scope of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc".</p> <p>The most suitable supplier will be awarded in accordance with compliance and fit for purpose.</p> <p>A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that state/specified.</p> <p>This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the South African Navy and Simon's Town Procurement Service Centre</p> <p>FAILURE TO COMPLY/SUBMIT ANY OF REQUESTED MANDATORY DOCUMENTATION AS PER STATEMENT OF WORK SHALL LEAD TO THE IMMEDIATE DISQUALIFICATION OF THIS OFFER.</p> <p>Failure to comply will invalidate this offer. Appendix L</p>

Phase 2: Only bidders that qualified on Phase 2 will be evaluated on phase 2 & 3 (Price and Specific Goals)

Phase 2	Price. (Will be according to specific requirements)	80/
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Phase 3: Preferential points. (As per Preferential Procurement Regulations 2022)
In terms of Regulation 4(2); 5(2); and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: the tenderer must indicate how they claim points for each preference point system).

TABLE 1: THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To (to be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer	Number of points claimed (80/10 system) (To be completed by the tenderer
LEVEL 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
LEVEL 2	51% owned by Black Male Military veterans or 51% owed by people with disability or 51% owned by Black Women EME's	8	18		
LEVEL 3	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women	6	16		

	EME's or 51% owned by Black Women QSE's				
LEVEL 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EME's or 51 owned by Black Male QSE's or 51% owned by Women QSE's	4	14		
LEVEL 5	51% owned by any other QSE's	2	12		
LEVEL 6	NOT APPLICABLE				
LEVEL 7	NOT APPICABLE				
LEVEL 8	Non-compliant	0	0		

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state

Calculation of the total points scored for price and Specific Goals

The points scored for price must be added to the points scored for Specific Goals to obtain the bidder's total points scored out of 100.

BID NUMBER	SPSC/B/ /2023
NAME OF BIDDER	
BIDDERS SCORE OBTAINED	
NAME OF SCORER	
RANK	
SIGNATURE	
DATE	/ / 2023



PRICING SCHEDULE

Pricing Schedule: All fields on this document must be fully completed.

Attention must be given to page 1, Bidders Information, Lead time, Quantity Available, Total Unit Cost, Total Cost and Specific Goals Level must be completed. The bid must be submitted in the Two (2) Envelope system as follows:

Envelope 1: SBD3 / Pricing Schedule (It should contain SBD3/Pricing Schedule **ONLY**)

Envelope 2: SBD documents, Specification/ Scope of Work and all other required documents **only**.

NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID

Failure to submit these document as indicated above by the closing date and time will invalidate this offer. Appendix A

Request for Bid : SPSC-B-029-2023

Author: Wendy Cooper
Date: 11/14/2023 10:16:26

PRICING SCHEDULE

Bid No. SPSC-B-029-2023
Document No. 0000504745
Description: PURCHASE OF CT SCANNER AND CT DIGITAL PROCESSING WORK STATION FOR 2 MILITARY HOSPITAL
Currency: ZAR
Closing Date: 2023-12-08 11:00:00
Status: Created
Validity Days: 120 Days

Document Type: Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1	60036515	SUPPLY, INSTALLATION, DEMONSTRATION AND DELIVERY OF COMPUTED TOMOGRAPHY SCANNER AND COMPUTED TOMOGRAPHY PROCESSING WORK STATION FOR 2 MILITARY HOSPITAL RADIOLOGY SECTION	2 MILITARY HOSPITAL	Wynberg	Each	N/A
		Line Comment	Lead Time	Quantity Required	Quantity Available	
		NB: QUANTITY 1 EQUALS 1X COMPUTED TOMOGRAPHY SCANNER AND 1X COMPUTED TOMOGRAPHY PROCESSING WORK STATION	See Group Questionnaire	1	N/A	
		Total Unit Cost in ZAR Currency, including VAT and ALL Delivery Costs				
		Total Cost in ZAR Currency, including VAT and ALL Delivery Costs				

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Websites () or attached.
The awarding of the price quotation as determined by (Department of Defence).
The following is hereby certified:
This offer is correct and any mistakes will be at my risk
I accept responsibility for the execution of all obligations entrusted upon me.
I did not participate in any collusive practices with any other supplier or any other person regarding
this price quotation or any other price quotation.
I am duly authorized to sign the price quotation.
The offer is inclusive of value Added Tax

Name: Capacity:
Signature: Date:

Price Firm Y/N		Grand Total including Vat:	
Do You Accept Government Orders Y/N		Brand & Model	
Comply with Specification Y/N		Delivery Period Firm Y/N	
		If Not, Deviations	

Questionnaires

Questionnaires / Evaluation Criteria

THE 3023 QUESTIONNAIRE EVALUATION TEMPLATE V2

Question/s

- Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability
- Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMEs
- Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMEs / 51% owned by Black Women QSEs/51% owned by Women EMEs

Options	
LEVEL1	
LEVEL2	
LEVEL3	
LEVEL4	
LEVEL5	
LEVEL6	

Level 4: 51% owned by Male Military veterans / 51% owned by youth / 51% owned by any other EMEs/ 51% owned by Black Male QSEs / 51% owned by Women QSEs

Level 5: 51% owned by any other QSEs

LEVEL 7
LEVEL 8
NON-COMPLIANT

Attachment Description

Attachment File Name



SBD 4: BIDDERS DISCLOSURE

SBD 4 - Bidders Disclosure: This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time **will invalidate the bid.** Appendix B

Failure to submit the document as indicated by the closing date and time will invalidate this offer. Appendix B

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder



SBD 6.1: PREFERENCE POINTS CLAIM FORM

SBD 6.1 -Preference Points Claim Form: This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time **will** forfeit your Specific Goals points. Appendix C

Failure to complete the document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

80/20 or 90/10

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
Level 2	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18		

Level 3	51% owned by Women Military veterans or 51% owned by Black Male EMEs or 51% owned by Women EMEs or 51% owned by Black Women QSEs	6	16		
Level 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

NOTE: Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oath.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (par 4.6 iii).

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



COMPULSORY BRIEFING SESSION CERTIFICATE

Compulsory Briefing Session: Failure to attend the compulsory briefing session and submit the completed and signed Briefing Session Certificate by closing date and time will invalidate the bid. Appendix D

Failure to attend the Compulsory Briefing Session and submit the completed and signed Briefing Session by the closing date and time will invalidate this offer. Appendix D

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 28 November 2023

Briefing session time: 11:00 AM

Venue: Log Building, Log Conference Room, 2 Military Hospital, Hospital Road, Wynberg

Bid No: SPSC-B-029-2023

Closing date and time of bid: 08 December 2023

Validity period: 120 Days

The Information briefing session is **compulsory** and the original signed and stamped certificate must be submitted as appendix A as part of the Bid document.

It is hereby confirmed that:

_____ (Representative)

Of _____ (Legal Name of company)

Attended the official briefing session and cognisance has been taken of the information as per the presentation, bid document, the brochure/hand-out and all relevant documentation.

(_____)

SIGNATURE OF REPRESENTATIVE

(_____)

CHIEF LOGISTICS: LIEUTENANT GENERAL

OFFICIAL DATE STAMP

The time as stipulated in the Bid document for the briefing session and latecomers will under no circumstances be permitted to attend.

Failure to attend the briefing session and provide this completed certificate with the Bid document by the closing date and time will invalidate your Bid



SBD 1: INVITATION TO BID

SBD 1 / Invitation to Bid: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**
Appendix E

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix E

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPSC-B-029-2023	CLOSING DATE: 08 DECEMBER 2023		CLOSING TIME:	11H00
DESCRIPTION	SUPPLY, INSTALLATION, DEMONSTRATION AND DELIVERY OF COMPUTED TOMOGRAPHY SCANNER AND COMPUTED TOMOGRAPHY PROCESSING WORK STATION FOR 2 MILITARY HOSPITAL RADIOLOGY SECTION				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABE WITH THE BID DOCUMENTS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	PETTY OFFICER M. CLAASSEN		CONTACT PERSON	WO T. TSOGANG	
TELEPHONE NUMBER	021 787 5207		TELEPHONE NUMBER	021 787 5207	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spscbidinvitation@gmail.com		E-MAIL ADDRESS	spsctechsection@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....



CENTRAL SUPPLIER DATA BASE (CSD) FULL REGISTRATION/SUMMARY REPORT

Central Suppliers Database (CSD) Full Registration/Summary Report: The CSD Registration/Summary Report must be submitted. The supplier must be: Tax compliant on the day of award if not compliant a grace period of 7 days to update will be given.

- i. Tax Compliant
- ii. Successfully verified bank details
- iii. Physical Address type

Failure to submit a CSD Registration/Summary Report as indicated above by the closing date and time **may invalidate this offer. Appendix F**

**Failure to submit the CSD full
Registration/Summary Report by the closing
date and time may invalidate this offer.
Appendix F**



SPSC INDEMNITY AGREEMENT FORM

SPSC Indemnity Agreement Form: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.** Appendix G

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix G

Department:
Defence
REPUBLIC OF SOUTH AFRICA

IN RESPECT OF SPSC / B/ /2023

1. I agree that the Department of Defence, it's agents. Officers, employees, volunteers and representatives (hereafter referred to as "DOD") are indemnified from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, illness, injuries or disability of any such person(s), or the damage to the property of mine or any other person(s) that may result from or be related to the execution of this contract.

DAMAGE COMPENSATION

4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.

5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.

Full Name and Signature of Bidder's Duly Authorised Representative

Date _____

Witness 1: _____ Witness 2: _____

Date: _____



Indagata de Regibus et Imperatoribus Christianis et Infidelibus. Deinde in additionibus. Descriptio et Status Civitatis et Castellorum in Transsylvania. Item de Regibus et Imperatoribus Christianis et Infidelibus. Indagata de Tyrannorum Oppressionibus et de eorum regibus et imperatoribus.





CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR/S

This document must be fully completed, the certificate of compliance to be signed by the bidder and all sub - contractor/s in the event of sub-contracting. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**
Appendix H

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix H

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR / SUPPLIER

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID (IN THE ORIGINAL FORMAT) BY THE BIDDER

CONTRACTORS NAME: _____

SUB-CONTRACTORS NAME: _____
(Delete whichever is not applicable)

I/we am/are fully aware of the Bid Requirements and am/are capable of supplying the required item(s)/service(s) strictly according to the Bid Conditions, Special Conditions and Specifications supplied by the Department of Defence. I/we hereby certify that _____ will submit quotations/bids to

Supply the item(s)/service(s) listed in Bid no: _____

Section(s) _____

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub-contractor(s) am/are willing to allow the Department of Defence's Officials access to my/our premises for inspection purposes.

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Telephone No: _____

Fax No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESSES:

1. _____ Date: _____

2. _____ Date: _____



WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHASA)

This document must be completed, the signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting). Failure to submit this document as indicated by the closing date and time **may invalidate this offer.**
Appendix I.

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix I

**WRITTEN AGREEMENT TO COMPLETE AN OCCUPATIONAL HEALTH AND SAFETY
AGREEMENT FOR THE COMPLETION OF A CONTRACT ENTERED INTO BETWEEN**

THE DEPARTMENT OF DEFENCE AND _____

(Herein after referred to as the contractor)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85
OF 1993 AS AMENDED

WORKMAN COMPENSATION NUMBER: _____

1, I, (full names) _____

(Identity Number _____)

being fully authorised to represent the Contractor, do hereby confirm that the supplier is an employer on its own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that all work will be performed or plant and machinery will be used in accordance with the provision of the said Act.

2. I hereby confirm that I will ensure that all our employees or Subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are working with or on Department of Defence (DOD) property for the duration of the contract period.

3. I furthermore confirm that we and / or our Subcontractor(s) are in possession of a valid "Certificate of good standing" issued by the Workman Compensation Commissioner.

4. I furthermore confirm and agree that I and / or our Subcontractor(s) will sign a written agreement on occupational health and safety responsibilities for completion of a contract entered into between the Department of Defence **within 10 days** of the award of the contract should we be successful bidder. I acknowledge that should I fail to sign the OHAS agreement within this period; the contract will be terminated with immediate effect with no recourse on my behalf.

Signed By Contractors Authorised Representative

Full Name of Contractors Authorised Representative

Witnesses 1. _____ 2. _____

Signed and entered into at _____ On _____ 2023

Failure to submit this document as indicated by the closing date and time may invalidate this offer



SPSC GROUP QUESTIONNAIRE

SPSC Group Questionnaire: This document must be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.** Appendix J

Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix J

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: 08 DECEMBER 2023
CLOSING TIME OF BID: 11H00

BID NUMBER: SPSC-B-029-2023
VALIDITY: 120 DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Delivery to: 2 MILITARY HOSPITAL

Do you confirm compliance to 120 days validity period? YES / NO

If not, state reason/s.....

Is your price firm for the validity period of 120 days? YES / NO

If not, state reason/s.....

Preferred delivery period is 8 (eight) weeks or less after receipt of order due to the financial year budgetary constraints. Lead Time/Delivery period required by supplier after receipt of order to be indicate:

Eg. days, weeks

Copies of General Bid Conditions and General Conditions of Contract are available from the National Treasury Website (www.treasury.gov.za)

Do you confirm compliance to the Special Conditions of Contract, General Bid Conditions and General Conditions of Contract YES / NO

Do you confirm that you may sign a SBD 7.1 on award, YES /NO

General Information

Bid Documents: have you made/kept a copy of completed Bid documents for reference purposes: YES/ NO

Clarification of Information: It has been noted and confirmed that the DOD may request clarification on any information regarding any aspect included in the bid document. The bidder is to supply the requested information within the requested time span. Failing may result in the bid being disqualified.

ADMINISTRATION

Bidders are requested to number each page of the Bid Document submitted. Pages are to be numbered from the bottom page to the top page (top right hand corner)

NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE

ADMINISTRATION INSTRUCTION

I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS

WITNESS 1: DATE:

WITNESS 2: DATE:

BIDDER NAME:

SIGNATURE..... DATE:.....

Capacity under which this bid is signed



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

Defence Intelligence Questionnaire (D.I.) This document must be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time **may invalidate this offer**

N.B. The short listed companies will be requested to submit thumb prints. Appendix K

Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this offer.

N.B. The short listed companies will be requested to submit thumb prints. Appendix K

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

DOD Supplier Code (if already registered with the DOD):

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

.....
.....
.....
.....
.....

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

.....
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Company Physical Address:

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Company Postal Address:

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Company Core Business:

.....
.....
.....
.....

SECTION B

SUB CONTRACTORS DETAILS

Personal particulars of sub-contractors if any (Include copy of RSA Identification and passport documents):

.....
.....
.....
.....
.....

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

.....
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.....

Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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.....

Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate.

Answer:

3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate.

Answer:

4. Who are the shareholders of the company and what percentage of shares do they each possess?

Answer:

.....

.....

5. List the services that will be rendered by the company to the SANDF?

Answer:

.....

.....

6. Which DOD installations/unit and specific area/section does the company required access to?

Answer:

.....

.....

7. Name list and copies of RSA ID's / passports of all employees entering the DOD installation.

Answer:
.....
.....

8. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided.

Answer:
.....
.....

9. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer:
.....
.....

10. Has the company been implicated in any fraudulent activities? If yes, provide details.

Answer:
.....
.....

11. Has the company been implicated in any corrupt practices? If yes, provide details.

Answer:
.....
.....

12. Has the company been implicated in any other criminal activity? If yes, provide details.

Answer:
.....
.....

13. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer:

.....

.....

.....

.....

.....

14. What is the track record and achievements of the company? Provide details.

Answer:

.....

.....

.....

15. Is the company under investigation by any government security agency? If yes, provide details.

Answer:

.....

.....

.....

.....

.....

16. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer:
.....
.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

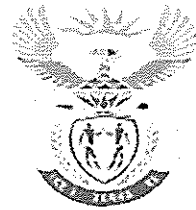
Date:

NB: Important; The following documentation is Mandatory and is to be included in the DI vetting declaration

- *The profiles of the Director(s) of the Main Contractor and Sub- Contractors as well as their RSA Identification and passport documents.*
- *The current Financial Statement(s) of the company.*
- *The current and valid SARS Tax Clearance Certificate.*
- *The current and valid SARS Personal Tax Clearance Certificate and or IRP6 of all Directors, Shareholders and Members (Sub-Contractor/s included).*
- *The registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).*
- *Central Data Base registration report with MAAA and Unique number.*
- *Name list and RSA IDs of all personnel entering DOD premises.*
- *Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).*
- *Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans).*

SECTION B

MANDATORY TECHNICAL



MANDATORY TECHNICAL EVALUATION

SPECIFICATION/SCOPE OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the specification/scope of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc".

A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that state/specified.

This Scope of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the South African Navy and Simon's Town Procurement Service Centre

Failure to comply will invalidate this offer. Appendix L

Failure to comply will invalidate this offer. Appendix L

SCOPE OF WORK (SOW)

ITEM	QTY	DESCRIPTION	COMPLIANCE
		128-SLICE MULTI-DETECTOR COMPUTED TOMOGRAPHY SCANNER AND COMPUTED TOMOGRAPHY PROCESSING WORK STATION	
		Supply, Delivery, Installation, Demonstration and Training of a new 128 Slice Multi-detector Computed Tomography Scanner and Computed Tomography Processing Work Station for 2 Military Hospital, Cape Town	
		APPLICATION:	
		1. SPECIFICATIONS	
		1.1. a. 128 Slice Multi-detector Computed Tomography Scanner with all Accessories for all General CT scan and Advance CT procedures and Computed Tomography Processing Work Station.	
		1.1. b. Suppliers must provide official technical specifications/ data sheets from the manufactures/ Suppliers to support compliances to specifications for CT Scan and CT Digital Processing Station.	
		2. GANTRY	
		2.1 The Gantry Aperture in the X and Y planes must be at least 70 cm.	
		2.2 The maximum gantry 360 ⁰ rotation speed must be equal or less than 0.27 seconds during spiral scanning.	
		2.3 At least 8 gantry rotation (360 ⁰) speeds from equal or more than 0.27 seconds to 1.5 seconds must be possible.	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		2.4 Slices generated per gantry rotation must be 128.	
		2.5 Gantry rotation must be made possible through a non-contact bearing option (air bearing), avoiding the inherent friction limitations of traditional ball-bearing systems.	
		2.6 The maximum Scan Field of View (SFOV) must be more or equal to 50 cm.	
		2.7 The minimum Scan Field of View (SFOV) must be equal or less than 25 cm.	
		2.8 The gantry must make use of an air cooling method for gantry cooling.	
		2.9 The audible noise of the Gantry must be Equal or less than 68db at 1 metre.	
		2.10 The gantry must have an integrated set of 3D Laser lights for patient positioning.	
		2.11 The gantry must have multilingual AutoVoice commands integrated languages.	
		2.12 The system must have the ability to record customized auto voice commands	
		2.13 The gantry must have an integrated intercom system whereby the operator and patient can communicate with each other.	
		2.14 The electro-cardiogram (ECG) system must be integrated with the gantry system	
		3. DETECTOR	
		3.1 The detector used, must be a solid-state scintillator-based detector.	
		3.2 The detector rows in the z-direction must not be less than 64 of equal width.	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		3.3 The number of slices in the z-direction generated per gantry rotation must be 128.	
		3.4 The total detector width at its isocentre must be equal or more 40mm.	
		3.5 The detector aperture must be equal or less than 0.625mm	
		3.6 The dynamic range of the detector (range of x-ray intensities that the detector can differentiate) must be at least a 1,000,000 to 1.	
		3.7 The Scan Field of View must be more or equal to 50cm.	
		3.8 Slice thickness (helical mode) must be between 0.67mm to 10mm.	
		3.9 Slice thickness (axial mode) must be between 0.67mm to 10mm.	
		3.10 The data sampling rate must equal to or more than 4800 views/revolutions/elements.	
		4. GENERATOR	
		4.1 A High frequency generator on-board (on the rotating gantry) is required.	
		4.2 Generator power must be more or equal to 100kW.	
		4.3 The generator must have 4 kVp selections.(Selector Switch)	
		4.4 The minimum kV selection must be 80 kVp.	
		4.5 The maximum kV selection must be 140 kVp	
		4.6 The max mA (milli ampere) at 120kV must be equal or more than 833mA.	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		4.7 The generator must have a mA range of 10mA to equal or more than 833mA with a step size of 1mA.	
		5. X-RAY TUBE	
		5.1 The x-ray tube must have a rotating anode with spiral groove bearing (to minimize friction).	
		5.2 The large focal spot of the anode must be 1.1mm x 1.2mm or better.	
		5.3 The small focal spot of the anode must be 0.6mm x 0.7mm or better.	
		5.4 The Anode rotating speed must be more than 6000rpm.	
		5.5 CT Scan Power Index at large focal spot (IEC 60613:2010) must be equal or more than 75kW.	
		5.6 CT Scan Power Index at small focal spot (IEC 60613:2010) must be equal or more than 50kW.	
		5.7 CT Scan anode input power at large focal spot (IEC 60613:2010) must be equal or more than 100kW.	
		5.8 CT Scan anode input power at small focal spot (IEC 60613:2010) must be equal or more than 65kW.	
		5.9 For higher reliability during heating and cooling cycles, the anode must be of a segmented type.	
		5.10 Focal spot switching in the axial plane must be possible.	
		5.11 Focal spot switching in the z-axis must be possible.	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		6. SYSTEM OPERATION AND CALIBRATION	
		6.1 Time from standby mode to scanning must be at least 3 minutes.	
		6.2 Time from standby mode to scanning for emergency must be at least 2 minutes.	
		6.3 Time for Power-on to ready-for-warm-up must be at least 5 minutes.	
		6.4 Time for tube warm-up must be not be more than 5 minutes.	
		6.5 Frequency of detector calibration must be more than 3 months.	
		6.6 Frequency of Quality Control checks must be daily.	
		7. DOSE MANAGEMENT	
		7.1 The dose management system's techniques and programs must be based on the ALARA principle and support exceptional image quality at low dose.	
		7.2 The system must have ACS (Automatic Current Selection) simultaneous in the angular and the longitudinal direction to personalize dose for each patient by automatically suggesting tube current settings according to the estimated patient diameter in the scan region.	
		7.3 The system must have Longitudinal Dose Modulation that adapts the dose by adjusting the tube current-time product (mAs) in the craniocaudal or caudocranial (z-axis) direction, based on the Surview/ Topogram etc. (comparing the actual patient's attenuation at each longitudinal location to a reference).	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		7.4 The system must have 3D dose modulation that combines angular and longitudinal information to modulate dose in three dimensions.	
		7.5 The system must have at least 2 Bow-Tie filters.	
		7.6 The system must display the Computed Tomography Dose Index (CTDI _{vol}) and Dose length Product (DLP) during planning.	
		7.7 The system must have dedicated paediatric protocols based on age and weight.	
		7.8 Unauthorized protocol modifications must be prevented through password-protected access.	
		7.9 The system must have an End-Effect collimator that manages patient exposure during helical scanning.	
		7.10 The system must be able to generate DICOM radiation dose structured reports that can be transferred to external systems such as RIS and PACS.	
		7.11 The system must have an operator notification in each ExamCard that will be displayed as a warning if an acquisition is planned that exceeds a specified CTDI _{vol} or DLP.	
		8. PATIENT TABLE	
		8.1 The scanable range of the patient table must be at least 175cm.	
		8.2 Maximum weight support by patient table at full accuracy must be at least 250 kg	
		8.3 Z-Axis position accuracy must be about	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		0.25mm.	
		8.4 The patient table must have a carbon fibre top.	
		8.5 The minimum vertical height of the patient table must be at least 645mm.	
		8.6 Maximum longitudinal table speed must be at least 175mm/sec.	
		8.7 The remote table control from the operator console must include the up/down and in/out movement of the patient table.	
		8.8 The patient table must be AAPM (American Association of Physicists in Medicine) TG-66 complaint.	
		9. RECONSTRUCTION	
		9.1 Maximum reconstruction rate must be more or equal to 20 images per second.	
		9.2 The system must have fast preview mode in 5x5 matrix.	
		9.3 Concurrent reconstruction must be possible.	
		9.4 The system must have a mode that allow for the offline reconstruction of images. (background image reconstruction)	
		9.5 Up to six different reconstruction assignments must be possible.	
		9.6 The reconstruction matrix must be 512^2 or better	
		9.7 The system must have the ability to use iterative algorithms during iterative reconstruction to improve the spatial resolution and prevent artefacts in images generate at low	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		dose and to reduce artefacts caused by large orthopaedic implants.	
		9.8 The system must have the ability to use Iterative Model Reconstruction (IMR) sets to improve CT image quality (lower noise in images) in images generate with significantly lower doses.	
		9.9 The must have the ability to generate 50cm display Field of View (in-plane) CT images	
		10. IMAGE QUALITY	
		10.1 Spatial resolution at cut-off must be at least 16 lp/cm.	
		10.2 Low Contrast Resolution (Conventional Reconstruction) must be 3 mm @ 0.3% @ 22 mGy CTDI _{vol} or better.	
		10.3 Low Contrast Resolution (statistical model based iterative reconstruction (MBIR)) must be 2 mm @ 0.3% @ 10.4 mGy CTDI _{vol} or better.	
		10.4 The absorption range must be -1,024 to +3,071 Hounsfield units.	
		10.5 Adult Head: Image Uniformity must be equal to or less than 4 Hounsfield units.	
		10.6 Image noise must be 0.27% at 120 kV, 250 mAs, 10 mm slice thickness.	
		11. SCANNER CONSOLE	
		11.1 Computer must be either based on the Microsoft Windows 7, 10 or 11 operating systems.(Windows 8 Not Acceptable)	
		11.2 Memory (RAM) must be equal or more than 8GB.	
		11.3 Hard disk capacity must be more than	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		262GB.	
		11.4 Network interface must be 1GB/sec or better	
		11.5 The monitor must be at least 19 inch (diagonally measured).	
		11.6 Matrix (native) must be 1280 x 1024.	
		11.7 Matrix (image display) must be 1024 ² .	
		11.8 Remote control from console must allow for control of the up/down and in/out movement of the patient table.	
		12. SCANNER USER ENVIRONMENT	
		12.1 The CT system must have a combined acquisition and image processing console.	
		12.2 Auto voice must have the ability to record up to at least 25 seconds of customized messages.	
		12.3 Auto voice must be provided in at least 15 languages.	
		12.4 The CT system must have a Two-way Intercom System.	
		12.5 The CT system must have a Quick start that allows for a start-up to scan in 5 minutes or less.	
		12.6 The CT system must have a DICOM Modality Worklist that automate the transfer of information between the CT Scanner and the RIS.	
		12.7 Split study must be possible.	
		12.8 The system must be able to pre-fetch a study from PACS.	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		12.9 Automatic procedure selection must be possible.	
		12.10 The CT system must have Bolus Tracking (To track contrast medium to trigger scanning using multiple ROI's)	
		12.11 The CT system must have Spiral Auto Start (Automatic Injector Start) that automatically initiate scanning from injector console command.	
		13. SCANNING MODES	
		13.1 Surview/ Topogram length must equal or more than 1750mm.	
		13.2 Surview/ Topogram width must be equal or more than 500mm.	
		13.3 Large Spot Axial scanning time @ 100kW must be at least 7 seconds.	
		13.4 Small Spot Axial scanning time @ 50kW must be at least 14 seconds.	
		13.5 Continuous spiral scanning on time must be 120 seconds.	
		13.6 Spiral scanning pitch range must be from 0.07 - 1.5.	
		13.7 Maximum scanable range in spiral mode must be equal or more than 160 cm.	
		14. IMAGE PROCESSING/REVIEW	
		14.1 The slab viewer must be able to display Multi planar reformation (MPR), Maximum Intensity projection (MIP), Minimum intensity projection (MinIP), Volume rendering (VR), curve planar reconstructions (CPR) and Endo view images.	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		14.2 The image zoom range must be from 0.8x to 10x.	
		14.3 Text annotation must be possible.	
		14.4 There must be a curser for pixel value measurements.	
		14.5 Regions of Interest's (ROI's) must be able to be drawn elliptical, rectangular, curved and freehand.	
		14.6 Line, grids and scales for distance measurements must be possible.	
		14.7 Curved and freehand lines for measuring any shape must be possible.	
		14.8 Arrows for pointing to features must be possible.	
		14.9 Angle measurements must be possible.	
		14.10 Histogram of pixel values in a user-defined ROI must be possible.	
		14.11 Grid with adjustable spacing for distance assessment must be possible.	
		14.12 Eight user-defined pre-set windows must be possible.	
		14.13 Mouse driven fine adjustments of the window centre and width must be possible.	
		14.14 Double Window: Simultaneous displays of two independent CT density ranges on the same image must be possible.	
		14.15 Invert Window (invert image) must be possible.	
		14.16 Dual Monitor configuration must be	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		possible.	
		14.17 Master Cut that defines MPR curved cuts along vascular structures on MIP or Volume-rendered images for panoramic and cross-sectional views must be possible.	
		14.18 Relate Slice that display corresponding 2D axial information of areas identified on volume-rendered, MIP or virtual endoscopy images must be possible.	
		14.19 3D small volume analysis must be possible.	
		14.20 Quantitative CT angiogram images must be possible.	
		14.21 Axial viewing of images must be possible.	
		14.22 Orthogonal MPR viewing must be possible.	
		14.23 Oblique plane MPR viewing must be possible.	
		14.24 Curved MPR viewing must be possible.	
		14.25 3D display viewing must be possible. (Volume rendering)	
		14.26 Volume rendering viewing must be possible.	
		14.27 Endo viewing must be possible.	
		14.28 Volume Calculation must be possible.	
		14.29 CT Number display must be possible.	
		14.30 Panning of the image must be possible.	
		14.31 Cine capturing of CT images must be	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		possible.	
		14.32 Image scrolling must be possible.	
		14.33 Capturing of CT images on virtual film must be possible.	
		14.34 Display of multiple images must be possible.	
		14.35 Cursor position coordinates must be displayable.	
		14.36 Cursor position Hounsfield values must be displayable.	
		15. IMAGE MANAGEMENT AND ARCHIVING	
		15.1 Image management must be through DICOM 3.0 protocols.	
		15.2 DICOM Storage class user and profile (CT, MR, NM, Secondary Capture) as a DICOM functionality must be included.	
		15.3 DICOM Print (SCU) as a DICOM functionality must be included.	
		15.4 DICOM Modality Worklist (SCU) as a DICOM functionality must be included.	
		15.5 DICOM Print (SCU) as a DICOM functionality must be included.	
		15.6 DICOM Modality Worklist (SCU) as a DICOM functionality must be included.	
		15.7 DICOM Query/Retrieve (SCU) as a DICOM functionality must be included.	
		15.8 DICOM Query/Retrieve (SCP) as a DICOM functionality must be included.	
		15.9 DICOM Modality Performed Procedure	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		Step User as a DICOM functionality must be included.	
		15.10 DICOM Storage Commitment (SCU) as a DICOM functionality must be included.	
		15.11 DICOM Removable Media (FSC) as a DICOM functionality must be included.	
		15.12 Hard Disk Image storage capacity must be equal or more than 2TB.	
		15.13 DVD Archive (DVD-R) must be provided.	
		15.14 DICOM CD Writer Archive must be provided.	
		16. APPLICATIONS	
		16.1 CT Angiography must be available on all Post Processing Work Stations.	
		16.2 CT Advance Vessel Analysis must be available on all Post Processing Work Stations.	
		16.3 CT Virtual Endoscopy must be available on all Post Processing Work Stations	
		16.4 CT Virtual Colonoscopy must be available on all Post Processing Work Stations.	
		16.5 CT Virtual Colon Polyp detection and Analysis must be available on all Post Processing Work Stations.	
		16.6 CT Virtual Colonoscopy Electronic Cleansing must be available on all Post Processing Work Stations.	
		16.7 CT Advanced Brain Perfusion must be available on all Post Processing Work Stations.	
		16.8 CT Dental Scan must be available on all Post Processing Work Stations.	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		16.9 Both Prospective and retrospective ECG Gated Scan must be possible	
		16.10 CT Bone Mineral Analysis Package must be available on all Post Processing Work Stations.	
		16.11 CT Comprehensive Cardiac Analysis must be available on all Post Processing Work Stations.	
		16.12 CT Calcium Scoring must be available on all Post Processing Work Stations.	
		16.13 CT Cardiac Plaque Assessment must be available on all Post Processing Work Stations for both hard and soft plaque	
		16.14 CT Cardiac Function Analysis must be available on all Post Processing Work Stations.	
		16.15 CT Vessel Analysis of Coronary arteries must be available on all Post Processing Work Stations.	
		16.16 CT Automatic bone removal – cranial must be available on all Post Processing Work Stations.	
		16.17 CT Automatic bone removal – CTA must be available on all Post Processing Work Stations.	
		16.18 CT Automatic bone removal - cardiac (ribs) must be available on all Post Processing Work Stations.	
		16.19 CT Lung Nodule Assessment must be available on all Post Processing Work Stations.	
		16.20 CT Lung Nodule Assessment Computer Aided Detection (CAD) must be available on all Post Processing Work Stations. (Shall be	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		provided).	
		16.21 CT Liver Analysis must be available on all Post Processing Work Stations.	
		16.22 CT Advanced Vessel Analysis - Stent Planning must be available on all Post Processing Work Stations.	
		16.23 CT Cardiac Viewer must be available on all Post Processing Work Stations.	
		16.24 CT Advanced Brain Perfusion - Time Insensitive Maps must be available on all Post Processing Work Stations	
		16.25 Brain Perfusion Maps must include the following: Cerebral Blood Flow (CBF), Cerebral Blood Volume (CBV), Mean Transit Time (MTT) and Time to Peak (TTP)	
		16.26 CT TAVI Planning must be available on all Post Processing Work Stations.	
		16.27 CT Body Perfusion must be available on all Post Processing Work Stations.	
		16.28 CT Lung Density Assessment must be available on all Post Processing Work Stations.	
		16.29 CT Pulmonary Artery Analysis must be available on all Post Processing Work Stations.	
		16.30 Jog Scan must be available to double the area during perfusion studies to twice the width of the detector assembly in the Z-direction.	
		17. POST PROCESSING WORK STATIONS	
		(CT Digital Processing Work Station)	
	4	17.1 Four (4) Post processing work stations excluding the control station must be supplied	
		17.2 Work stations must have Windows 7 or 10	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		or 11 (64 bit) operating system. (Windows 8 or 8.1 will not be considered)	
		17.3 Memory must be equal or more than 8GB RAM.	
		17.4 Local storage must be 465GB SATA hard drive or better.	
		17.5 Two (2) Monitors must be 19inch square 1280x1024 matrix colour monitors.	
		17.6 The remaining Two (2) monitors must be 27inch (8 mega pixel) 3840 x 2160 matrix colour monitors.	
		17.7 Minimum Network adapter speed must be 1 Gigabit/s or above.	
		18. ISOLATION TRANSFORMER	
		18.1 The Full System UPS must use an isolation transformer in conjunction, to provide Voltage correction. This 225kVa (50/60Hz) rated isolation transformer required incoming voltages of 380/400/415/460/480/500VAC.	
		19. UNINTERRUPTED POWER SUPPLY (UPS)	
		19.1 The UPS need to be a 200kVa UPS	
		19.2 The nominal frequency must be 50Hz/60Hz.	
		19.3 Mains branch power capacity must be 225 kVA nominal size for dedicated isolation transformer when a separately derived source is required.	
		20 CONTRAST MEDIA INJECTOR	
		20.1 The Contrast Media Injector must be a dual drive injector capable of accommodating	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		two (2) syringes simultaneously, an A side for contrast media and a B side for saline.	
		20.2 The Contrast Media Injector must be a ceiling suspended unit.	
		20.3 Both syringe cradles (A and B) must have a built-in heat maintainer to keep contrast media at a convenient temperature. (There must be no need to "cover" the syringes manually with a heating device)	
		20.4 The Contrast Media Injector must be able to perform three (3) phase injection protocols (contrast alone, mixing of contrast and saline and saline alone), this is required for Cardiac CTA studies.	
		20.5 The Contrast Media Injector must have smart injection features that avoid the need to enter injection parameters one by one, but rather select a body area on a LED touchscreen that will automatically generate the injection parameters.	
		20.6 The Contrast Media Injector's different injection modes must include contrast media followed by saline flush, saline followed by contrast media and the simultaneous injection of contrast media and saline.	
		20.7 The Contrast Media Injector must have a > 10 inch colour LED touch screen user control interface.	
		20.8 The system must be equipped with a pressure sensor which will permanently control the pressure all along the injection, rather than using "motor current" detection technology to control injection pressure.	
		20.9 As a safety measure the injector must have a clear cover (that can open and close) for the syringes and injector RAMS.	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		20.10 The Contrast Media Injector must have LED lights in the syringe cradles allowing for the detection of air bubbles in the syringes.	
		20.11 The software on the Contrast Media Injector must be upgradable in the future.	
		20.12 The Contrast Media Injector must allow for flow rates of between 0.1ml/s to 10ml/s (with 0.1 ml/s adjustable increments) on the A and B side.	
		20.13 The Contrast Media Injector must allow for volume selections of between 1ml to 200ml (with 1ml adjustable increments) on the A and B side.	
		20.14 The Contrast Media Injector must be capable of selecting scan delays of 0 – 300 seconds.	
		20.15 The Contrast Media Injector must be capable of selecting (interphase) Interval/hold delays of 0 – 300 seconds.	
		20.16 The heat maintainer of the two (2) syringe cradles must be able to maintain a temperature of 38 degree Celsius ($\pm 3^0$).	
		20.17 The Contrast Media Injector must be able to accommodate 200ml syringes as well as 100ml syringes in both the A and B syringe cradle's.	
		21. CT INTERVENTIONAL	
		21.1 The CT Interventional unit includes both CT Fluoroscopy and Continuous CT (CCT) applications utilizing a ceiling-mounted monitor.	
		21.2 The application must provide real-time	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		guidance for interventional procedures (up to 8fps).	
		21.3 The user must be able to view one fused image while time and dose displays keep the interventional radiologist aware of exposure levels throughout the procedure.	
		21.4 In addition to the real-time mode, Continuous CT (CCT) biopsy mode must enable the radiologist to perform gantry room scans using a foot pedal and a remote monitor for viewing.	
		21.5 Each exposure must be a 240° axial centred exposure beneath the patient to shield the clinician's hands from direct X-ray exposure. Exposures must be available as single and series (continuous) selectable via foot switch.	
		21.6 Time to first image must be less than 1.5 seconds from exposure start.	
		22. ACCESSORIES	
	4	22.1 Four (4) Swivel type office chairs with armrests and a high back that's ergonomically shaped for comfort and lumbar support.	
		22.2 A wall mounted lead apron rack with swivel arms, that can accommodate at least 4 full length lead rubber aprons.	
		22.3 A Patient positioning mattress and headrest (for patients lying in a foot towards gantry position).	
		22.4 Phantom kit for quality control test.	
		22.5 Phantom kit holder (not card board) or small rack for the safe keeping of the phantoms.	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		22.6 Head holder cushions and positioning pads.	
		22.7 IV pole for intravenous drips.	
		22.8 Patient table extensions.	
		22.9 Load and unload foot pedals.	
		22.10 Flat head and coronal head holder.	
		22.11 Restraining band to hold patient in place.	
		22.12 Phantom holder that attached to table during quality control phantom tests.	
		22.13 200 complete contrast media injector consumable packs, consisting of two 200ml syringes, one Y connection and one equal or more than 150cm high pressure line each.	
		23 DOD ICT COMPLIANCE	
		23.1 All computers will be added to the DOD's Domain (AD Active directory) and therefore must conform to the DOD Group Policies as stipulated below.	
		23.2 All computers will have a login screen when added to the domain	
		23.3 On all computers the local ADMINISTRATOR account will be rename and password changed.	
		23.4 The local GUEST account will be renamed, disabled and password changed	
		24.5 If the software is only installed on one profile then it cannot be the local ADMINISTRATOR account, but some other user must be used with the correct rights	
		24.6 All computers will have McAfee Antivirus	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		on it, but exclusions can be added for certain software and their data files	
		24.7 The DOD Domain do have WSUS (Windows Server Update Services) and Microsoft updates does get pushed to workstations. It can be set to reboot when required or timeously.	
		24.8 All computer workstation names will be changed to DOD standards.	
		24.9 The DOD do have Administrative tools IE Zenworks, but exclusions can be made if it will clash with Vender Software, Zenworks does not just monitor but is also used to push updates and install new software	
		24.10 The vendor technician will not be the only Administrator on the computer. Domain Admins and local Admins will have full access and control of the computer.	
		24.11 No remote monitoring via the internet (VPN's included) will be allowed by vendor technicians of equipment.	
		24.12 The visibility of the SSID (service set identifier) need to be disabled for 802.11 wireless local area networks (WLAN's).	
		24.13 The WIFI access point needs to be configured to reduce the wireless network coverage thus reducing the opportunity to access only from a close proximity.	
		24.14 Ensure that Wi-Fi modems is only configured in Access Mode.	
		24.15 All passwords associated with wireless local area networks (WLAN's)	
		24.16 The modalities must support/switch to a full SSL/TLS for the	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		authentication, encryption and decryption of data sent to PACS/RISS.	
		24.17 Security controls must include port 2762 for communication purposes for SSL/TLS.	
		24.18 All modalities must be encryption capable and it must be enabled.	
		24.19 All future modalities must support port 2762 to out phase port 104.	
		<u>COST OF OWNERSHIP/RISK.</u> <u>SERVICE AND MAINTENANCE</u>	
		25. No part shall be second hand or refurbished and no work in progress must be offered.	
		26. Must be the latest model compatible with the current PACS system used at 2 Military Hospital - state date of initial manufacture of the model range.	
		27. Manufacturer's service must be available at regional level. Indicate the number and qualifications of all maintenance engineers	
		28. Call out time of 24hour or less; response time less than 1 hour.	
		29. The up-time of the unit must be better than 98%, excluding scheduled preventative maintenance and software upgrades, measured on a quarterly basis. The percentage lower than 98% will be added to the warranty period.	
		30. Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of seven years.	
		32. It must be guaranteed that no additional equipment, parts or software, excluding	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		consumables, is required to operate the equipment specified in this tender.	
		33. Bidders must supply a factory Warranty.	
		TRAINING	
		34. On-site training on all new equipment to be included in the pricing schedule for 5 members over a period of three weeks.	
		35. Onsite training must be undertaken to ensure the correct application of the unit. Minimum of 3 x 1 week required. Discuss with end user	
		36. After equipment installation, an application specialist must demonstrate and train staff on all aspects of the equipment for one week.	
		37. Follow-up training, with the application specialist for another week (2 nd training week), after one month (or user specific usage period) must be provided and a 3 rd week of follow up training after 3 months (or user specific usage period) at no additional cost. Adequate notification of the scheduled date(s) of this training shall be provided to ensure that all pertinent staff will be able to attend.	
		GENERAL	
		<u>ALL EQUIPMENT, THE INSTALLATION AND ANY ALTERATIONS/ ADDITIONS MUST COMPLY WITH:</u>	
		38. The Occupational Health and Safety Act (1993)	
		39. The wiring code S.A.B.S 0142	
		40. Hazardous Substance Act (1973)	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		41. The radiation safety regulations as lay down by the Directorate Radiation Control of the Department of Health	
		42. The onus shall be on the successful Bidder to ensure that a licence is issued in terms of the Hazardous Substance Act (1973) by the Department of Health on the installed system and site	
		43. Brochures giving technical specifications of the equipment must be submitted with the tender documents.	
		44. Manuals: Complete operators/user manuals must form part of deliverables.	
		45. Tenderers must inspect the site for installation and must quote for any building alterations that need to be made to accommodate the equipment offered. Tenderers must be responsible for all building, air conditioning, electrical, information technology (IT), mechanical and plumbing alterations. Tenderers must consult the representative of 2 Military Hospital in respect of the building alterations prior to quoting, to establish minimum standards. The successful tenderer is responsible for all building alterations which can only be executed with the approval of the Officer Commanding 2 Military Hospital. A comprehensive plan must be presented to the Officer commanding 2 Military Hospital prior to commencement of actual work. CIBD Grading: General construction (GB1) and for Electrical installations (EB1). Proof of CIBD to be submitted with offer.	
		46. The tenderer must include any air conditioning that is considered necessary for optimal functioning of the unit. Any such air conditioning must be covered by the guarantee	

ITEM	QTY	DESCRIPTION	COMPLIANCE
		offered on the unit and maintenance of the air conditioning units for the guarantee period must be included in the tender price.	
		NB: ALL CONSUMABLES MUST BE LISTED AND PRICE INDICATION PER ITEM MUST BE INDICATED. PLEASE INDICATE IF THE ITEM IS ESSENTIAL OR OPTIONAL TO THE 100% FUNCTIONALITY OF THE SYSTEM	
		NB: TECHNICAL BACK-UP MUST BE AVAILABLE LOCALLY WITHIN 24 HOURS	
		NB: TRAINING: THE SUPPLIER TO PROVIDE EVERY PERSON TRAINED WITH A COMPETANCY TRAINING CERTIFICATE OR ANY OTHER FORM OF PROOF	
		NB: THE SYSTEM MUST BE SOFTWARE UPGRADABLE WITHOUT ANY MAJOR ADDITIONAL HARDWARE BEING ADDED	

Scope of work (SOW): Supply, Delivery, Installation, Demonstration and training of new fully digital X ray unit with all necessary accessories for 2 Military Hospital

Name and Designation: _____

Name of Company: _____

I, the undersigned, did view the site location, checked and verified the requirement.

Signature: _____ Date: _____

Section C

SPECIAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

**ONLY THESE DOCUMENTS DO NOT HAVE TO BE
RETURNED WITH BID**

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT
(SCCs)

TABLE OF CLAUSES

1. Changed Requirement
2. Co-ordinated activities
3. Contractor's Personnel
4. Value Added Tax (VAT)
5. Damage Compensation
6. Waiver
7. Severability
8. Sub-contracting

SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

1. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

CO-ORDINATED ACTIVITIES

2. Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.
3. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:
 - a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
 - b. Personnel will wear identifiable uniforms whilst on duty.
5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.
6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicated to the designated official without delay.
7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be

made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

8. All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.
10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.
11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.
12. The Department of Defence and its employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

13. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:
 - a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.
 - b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)